

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NICOLE MARTINEZ

Plaintiff,

vs.

SAFEWAY, INC., a foreign profit corporation,  
DBA Safeway Store, #1477, and "JOHN DOE"  
ENTITIES I-V, jointly and severally,

Defendants.

No. 2:23-cv-01983-TL

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

The parties hereto acknowledge that discovery in this case is likely to require production of “confidential material,” as defined below, and stipulate to the entry of the Protective Order set out herein. The proposed Protective Order is adapted from the Model Stipulated Protective Order adopted by the United States District Court for the Western District of Washington. The parties therefore stipulate:

**I. PURPOSES AND LIMITATIONS**

Discovery in this action will involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. It does

<sup>1</sup> The Court does not adopt the Parties’ proposed deletions from Section 4.3 of this District’s model order. Section 4.3 simply lays out what LCR 5(g) requires and contains important reminders regarding the responsibility of the Parties.

1 not confer blanket protection on all disclosures or responses to discovery; the protection it  
2 affords from public disclosure and use extends only to the limited information or items that are  
3 entitled to confidential treatment under the applicable legal principles, and it does not  
4 presumptively entitle parties to file confidential information under seal.

## 5 **II. “CONFIDENTIAL” MATERIAL**

6 “Confidential” material shall include documents and things produced or otherwise  
7 exchanged that the designating party believes, in good faith, embody or contain: (1) confidential  
8 financial information; (2) trade secret information as defined in the Uniform Trade Secrets Act,  
9 chapter 19.108 RCW; (3) proprietary and competitive business, research, development, or  
10 commercial information, including but not limited to design drawings, testing documents,  
11 risk/quality control material, or related product-specific material; or (4) other information,  
12 documents or records deemed confidential and private under state law.

## 13 **III. SCOPE**

14 The protections conferred by this agreement cover not only confidential material (as  
15 defined above), but also (1) any information copied or extracted from confidential material; (2)  
16 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,  
17 conversations, or presentations by parties or their counsel that might reveal confidential  
18 material. However, the protections conferred by this agreement do not cover information that  
19 is in the public domain or becomes part of the public domain through trial or otherwise.

## 20 **IV. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

4.1 Basic Principles. A receiving party may use confidential material that is disclosed  
or produced by another party or by a non-party in connection with this case only for prosecuting,  
defending, or attempting to settle this litigation. Confidential material may be disclosed only  
to the categories of persons and under the conditions described in this agreement and order.  
Confidential material must be stored and maintained by a receiving party at a location and in a  
secure manner that ensures that access is limited to the persons authorized under this agreement.

1           4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
2 by the Court or permitted in writing by the designating party, a receiving party may disclose  
3 any confidential material only to:

4           (a) the receiving party’s counsel of record in this action, as well as employees of  
5 counsel to whom it is reasonably necessary to disclose the information for this litigation;

6           (b) The officers, directors, and employees (including in-house counsel) of the  
7 receiving party to whom disclosure is reasonably necessary for this litigation, unless the  
8 parties agree that a particular document or material produced is for Attorney’s Eyes  
9 Only (and, in that case, includes in-house counsel) and is so designated;

10           (c) experts and consultants to whom disclosure is reasonably necessary for this  
11 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”  
12 (**Exhibit A**);

13           (d) the Court, court personnel, and court reporters and their staff;

14           (e) copy or imaging services retained by counsel to assist in the duplication of  
15 confidential material, provided that counsel for the party retaining the copy or imaging  
16 service instructs the service not to disclose any confidential material to third parties and  
17 to immediately return all originals and copies of any confidential material;

18           (f) during their depositions, witnesses in the action to whom disclosure is  
19 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be  
20 Bound” (**Exhibit A**), unless otherwise agreed by the designating party or ordered by the  
Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
confidential material must be separately bound by the court reporter and may not be  
disclosed to anyone except as permitted under this agreement;

          (g) the author or recipient of a document containing the information or a custodian  
or other person who otherwise possessed or knew the information.

1           4.3 Filing Confidential Material. Before filing confidential material or discussing or  
 2 referencing such material in court filings, the filing party shall confer with the designating party,  
 3 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
 4 remove the confidential designation, whether the document can be redacted, or whether a  
 5 motion to seal or stipulation and proposed order is warranted. During the meet and confer  
 6 process, the designating party must identify the basis for sealing the specific confidential  
 7 information at issue, and the filing party shall include this basis in its motion to seal, along with  
 8 any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures  
 9 that must be followed and the standards that will be applied when a party seeks permission from  
 10 the court to file material under seal. A party who seeks to maintain the confidentiality of its  
 11 information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the  
 party filing the motion to seal. Failure to satisfy this requirement will result in the motion to  
 seal being denied, in accordance with the strong presumption of public access to the Court's  
 files.

## 12                               **V.       DESIGNATING PROTECTED MATERIAL**

13           5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
 14 or non-party that designates information or items for protection under this agreement and order  
 15 must take care to limit any such designation to specific material that qualifies under the  
 16 appropriate standards. The designating party must designate for protection only those parts of  
 17 material, documents, items, or oral or written communications that qualify, so that other  
 portions of the material, documents, items, or communications for which protection is not  
 warranted are not swept unjustifiably within the ambit of this agreement.

18           Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 19 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
 20 unnecessarily encumber or delay the case development process or to impose unnecessary  
 expenses and burdens on other parties) expose the designating party to sanctions.

1 If it comes to a designating party's attention that information or items that it designated  
2 for protection do not qualify for protection, the designating party must promptly notify all other  
3 parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
5 agreement, or as otherwise stipulated or ordered, disclosure of discovery material that qualifies  
6 for protection under this agreement and order must clearly be so designated before or when the  
7 material is disclosed or produced.

8 (a) Information in documentary form. (*E.g.*, paper or electronic documents and  
9 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings). The designating party must affix the word "CONFIDENTIAL" to each  
11 page that contains confidential material. If only a portion or portions of the material on  
12 a page qualifies for protection, the producing party also must clearly identify the  
13 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

14 (b) Testimony given in deposition or in other pretrial or trial proceedings. The  
15 parties must identify on the record, during the deposition, hearing, or other proceeding,  
16 all protected testimony, without prejudice to their right to so designate other testimony  
17 after reviewing the transcript. Any party or non-party may, within fifteen days after  
18 receiving a deposition transcript, designate portions of the transcript, or exhibits thereto,  
19 as confidential.

20 (c) Other tangible items. The producing party must affix in a prominent place on  
the exterior of the container or containers in which the information or item is stored the  
word "CONFIDENTIAL." If only a portion or portions of the information or item  
warrant protection, the producing party, to the extent practicable, shall identify the  
protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
designate qualified information or items does not, standing alone, waive the designating party's

1 right to secure protection under this agreement and order for such material. Upon timely  
2 correction of a designation, the receiving party must make reasonable efforts to ensure that the  
3 material is treated in accordance with the provisions of this agreement.

## 4 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
6 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
8 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
9 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
10 original designation is disclosed.

11 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
12 regarding confidential designations without court involvement. Any motion regarding  
13 confidential designations or for a protective order must include a certification, in the motion or  
14 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
15 conference with other affected parties in an effort to resolve the dispute without court action.  
16 The certification must list the date, manner, and participants to the conference. A good faith  
17 effort to confer requires a face-to-face meeting or a telephone conference.

18 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
19 intervention, the designating party may file and serve a motion to retain confidentiality under  
20 the applicable federal and local rules. The burden of persuasion in any such motion shall be on  
the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to  
harass or impose unnecessary expenses and burdens on other parties) may expose the  
challenging party to sanctions. All parties shall continue to maintain the material in question  
as confidential until the court rules on the challenge.

**VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement and order. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

**VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement and order, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement and order, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as **Exhibit A**.

**IX. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Fed.Civ.P. 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that

provides for production without prior privilege review. Parties shall confer on an appropriate non-waiver order under Fed.R.Evid. 502.

### **X. NON-TERMINATION AND RETURN OF DOCUMENTS**

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts, and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement and order shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED this 27th day of February, 2025.

GLP ATTORNEYS, P.S., INC.

BENNETT BIGELOW & LEEDOM, P.S.

By: s/ Sarah Fleming  
Sarah Fleming, WSBA #43304

By: s/ David M. Norman  
David M. Norman, WSBA #40564

2601 Fourth Avenue, Floor 6  
Seattle, WA 98121  
Telephone: (206) 448-1992  
Email: [sfleming@glpatorneys.com](mailto:sfleming@glpatorneys.com)  
Attorney for Plaintiff

By: s/ Aaron P. Gilligan  
Aaron P. Gilligan, WSBA #29614  
  
601 Union Street, Suite 1500  
Seattle, Washington 98101-1363  
Telephone: (206) 622-5511  
Email: [dnorman@bblaw.com](mailto:dnorman@bblaw.com)  
Email: [agilligan@bblaw.com](mailto:agilligan@bblaw.com)  
Attorneys for Defendant Safeway, Inc.  
dba Safeway Store #1477

PURSUANT TO STIPULATION, IT IS SO ORDERED.



1 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of  
2 any documents in this proceeding shall not, for the purposes of this proceeding or any other  
3 federal or state proceeding, constitute a waiver by the producing party of any privilege  
4 applicable to those documents, including the attorney-client privilege, attorney work-product  
5 protection, or any other privilege or protection recognized by law.

6 DATED: February 27, 2025



Tana Lin  
United States District Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ Print or Type Full Name, of \_\_\_\_\_ Print or  
Type Full Address, declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court  
for the Western District of Washington in the matter of *Martinez v. Safeway Inc.*, 2:23-cv-  
01983-TL

I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated  
Protective order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_